

REMARKS

This Amendment is being filed in response to the Office Action mailed October 9, 2008, which has been reviewed and carefully considered. Reconsideration and allowance of the present application in view of the amendments made above and the remarks to follow are respectfully requested.

Claims 1-19, 21, 23, 25, 27, 29 and 31 remain in this application, where claim 32 had been previously canceled, claims 20, 22, 24, 26, 28 and 30 have been canceled without prejudice by the present amendment and their features included in independent claims 1-2, 11-12, 16 and 18, respectively.

In the Office Action, claims 1-8 and 10-31 are rejected under 35 U.S.C. §103(a) as allegedly unpatentable over U.S. Patent Publication No. 2001/0054001 (Robinson) in view of U.S. Patent No. 6,698,020 (Zigmond). Further, claim 9 is rejected under 35 U.S.C. §103(a) as allegedly unpatentable over Robinson in view of Zigmond and an article entitled "An Agent-based Market Supporting Multiple Auction Protocols, Workshop on Agents for Electronic Commerce and Managing the Internet-Enabled Supply Chain," Third International

Conference on AUTONOMOUS AGENTS (Agents '99) in Seattle, Washington (USA), May 1-5, 1999, p1-4 (Vetter). It is respectfully submitted that claims 1-19, 21, 23, 25, 27, 29 and 31 are patentable over Robinson, Zigmond and Vetter for at least the following reasons.

On page 3, paragraph one, and page 7, lines 1-2 of the Office Action, paragraphs [0030]-[0033] and [0109] of Robinson are cited to allegedly show uploading periodically information related to the winning bid stored in a vault to a billing agent, as recited in independent claims 1-2, 11-12, 16 and 18.

It is respectfully submitted that paragraphs [0030]-[0033] and [0109] of Robinson disclose sending winning bid information without any storage thereof in a vault. In particular, paragraph [0030], lines 19-21 specifically recites:

whenever a bid is won, a record of the ad and bid amount (without any user-identification information) is sent via a TCP/IP socket connection to the server. (Emphasis added)

Further, paragraph [0109], lines 1-4 specifically recites:

When a bid is accepted in the agent environment, in most embodiments a notice is immediately sent back to the agent environment vendor indicating which ad was shown.

Thus, Robinson merely discloses immediately sending winning bid information without any storage thereof in a vault. Further, any sent information in Robinson is sent to the vendor or server, and NOT to a billing agent.

Page 3, paragraph one of the Office Action alleges that the disclosure of Robinson related to placing the bid amounts in a cookie is analogous to storing the winning bid in a vault to a billing agent. Assuming, arguendo, that this allegation is correct, there is still no disclosure or suggestion in Robinson, Zigmond, and combination thereof, of the present invention as recited in independent claims 1-2, 11-12, 16 and 18, which recites (illustrative emphasis provided):

uploading periodically the information related to the winning bid stored in a vault to a billing agent.

Storing information related to the winning bid in a vault, and uploading periodically such stored information to a billing agent are nowhere taught or suggested in Robinson and Zigmond, alone or in combination.

Even if Robinson places the bid amounts in a cookie, the

stored information in the cookie is not uploaded periodically. Rather, as specifically recited in the above noted sections of Robinson, namely, paragraph [0030], lines 19-21, and paragraph [0109], lines 1-4, "[w]hen a bid is accepted in the agent environment, in most embodiments a notice is immediately sent." (Robinson paragraph [0109], lines 1-4) That is, any sent information is just immediately sent. Perhaps after sending the information, such sent information is stored in the cookie; but such a disclosure does not teach or suggest "uploading periodically the information related to the winning bid stored in a vault to a billing agent," as recited in independent claims 1-2, 11-12, 16 and 18. Sending information and storing later, is not the same as storing the information and then sending the stored information.

There is simply no disclosure or suggestion in Robinson, Zigmund, and combination thereof, of sending stored information. At best, after information is sent, then such sent information may be stored.

Assuming, arguedno, that somehow Robinson and Zigmund, alone or in combination, disclose or suggest sending stored information,

there is still no disclosure or suggestion of the present invention as recited in independent claims 1-2, 11-12, 16 and 18, which recites (illustrative emphasis provided):

wherein the one or more commercials are sent to the receiver via a first coupling and the agent is sent to the receiver via a second coupling which is less lossy than the first coupling.

Pages 11-12 of the Office Action alleges that of FIG 4, column 12, lines 3-9, and column 15, lines 1-16 of Zigmond discloses such features. Column 12, lines 1-9 of Zigmond specifically recites:

The delivery channel of the ad selection rules may be the same as the advertisement delivery channel. For example, ad selection rules may be delivered over telephone, over broadcast signals or downloaded from the World Wide Web. Alternatively, the ad selection rules may be delivered to the ad insertion device 80 by any available delivery channel independent from the delivery of the advertisement stream and the video programming feed.

Further, column 15, lines 2-16 of Zigmond specifically recites:

In many cases, the telephone line connected to ad insertion device 80 is a shared line that also provides conventional residential telephone service to the household. Ad insertion device 80 initiates a telephone call on a periodic basis to

an advertisement source to request a download of advertisements. When the telephone line connected to ad insertion device is a shared line, the periodic calls are preferably conducted during the nighttime hours or at another time of day when the likelihood of conflict with residential use of the telephone line is reduced.

Alternatively, the means for receiving the advertisement stream may include any other advertisement delivery channel, such as an over-the-air broadcast, a cable provider, a consumer satellite service, a data transport, such as an Internet connection, or any other system for transmitting video data.

The above noted sections of Zigmond merely disclose different delivery channels, where the delivery channel of the ad selection rules may be the same as the advertisement delivery channel, or independent thereof. Such a disclosure in no way teaches or suggests that "the agent is sent to the receiver via a second coupling which is less lossy," as recited in independent claims 1-2, 11-12, 16 and 18. The allegation on page 12, lines 2-3 that "the Internet is a less lossy coupling than a broadcast" is misplaced, as the Internet may be accessed by many means, including over-the-air such as via satellite.

Vetter is cited in rejecting depending claim 9 to allegedly show other features and does not remedy the deficiencies in

Robinson and Zigmond.

Accordingly, it is respectfully requested that independent claims 1-2, 11-12, 16 and 18 be allowed. In addition, as claims 3-10, 13-15, 17 and 19-32 depend from independent claims 1-2 and 11-12, Applicants respectfully request that claims 3-10, 13-15, 17 and 19-31 also be allowed.

In addition, Applicants deny any statement, position or averment of the Examiner that is not specifically addressed by the foregoing argument and response. Any rejections and/or points of argument not addressed would appear to be moot in view of the presented remarks. However, the Applicants reserve the right to submit further arguments in support of the above stated position, should that become necessary. No arguments are waived and none of the Examiner's statements are conceded.

In view of the above, it is respectfully submitted that the present application is in condition for allowance, and a Notice of Allowance is earnestly solicited.

Respectfully submitted,

By Dicran Halajian
Dicran Halajian, Reg. 39,703
Attorney for Applicant(s)
December 22, 2008

THORNE & HALAJIAN, LLP
Applied Technology Center
111 West Main Street
Bay Shore, NY 11706
Tel: (631) 665-5139
Fax: (631) 665-5101